

CONTRACT PERIOD THROUGH NOVEMBER 30, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FIRE SUPPRESSION SYSTEMS TEST, INSPECT, REPAIR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on ~~November 1, 2000~~ **OCTOBER 30, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Monica Mendoza, Materials Management
James Foley, Facilities Management

(Please remove Serial 95260-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **FIRE SUPPRESSION SYSTEMS TEST, INSPECT, REPAIR**

1.0 **INTENT:**

The intent of this Invitation For Bids is to source a responsive/responsible contractor(s) to provide testing, inspections, and repair for fire suppression systems which includes sprinklers, backflow units, County-owned fire hydrants, Halon systems, fire pumps, water supply system, fire hoses, fixed wet (kitchen hoods), and FM200 systems. Portable units and dry-type kitchen hoods shall be under a separate contract. This services is for the Maricopa County Facilities Management Department (FMD) or other County departments. This service contract is for the fire suppression side of the building fire protection system. The fire alarm side is covered under a separate contract

The Contractor shall provide all labor, parts, supervision, tools, equipment, transportation and all effort necessary to perform said services in accordance with these specifications and all National Fire Protection Association (NFPA) codes and standards.

Buildings and premises covered by fire suppression service are located in four (4) geographical areas.

DOWNTOWN COMPLEX
DURANGO COMPLEX
MESA COMPLEX
OUTLYING AREAS

Maintenance to include inspections and testing:

Fire sprinkler systems (main drain valves; fire pumps; water supply systems ; flow tests)
Backflow preventers
Fire hydrants
Fixed wet suppression systems
Halon systems
FM200 (or Halon alternate) and carbon dioxide suppression

Testing and inspection shall be performed as scheduled. The cost of testing/inspections (labor) shall be included in the monthly maintenance billing. Repairs uncovered during an inspection/test shall be separated from the labor hours used to perform the inspection/test and also billed separately.

Any County department may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **SUBCONTRACTING ASSIGNMENT**

The County will entertain bidders from partnerships between firms to fulfill the requirements of this bid. Bidders may subcontract these services pursuant to this contract. The successful bidder may subcontract parts of, or all. The Subcontractor, however, must fulfill, and submit insurance requirements as outlined in §3.0, SPECIAL TERMS AND CONDITIONS -OR- the Contractor may cover the Subcontractor under the Contractor's liability and workers compensation insurance policy. If the latter option is used, Contractor shall submit to the County copies of all insurance documentation pertinent to this change. Additionally, the subcontractor(s) staff who service County buildings must follow the guidelines established in section for ID badges.

2.2 Service shall be made available to the County during business hours (6:00 AM to 6:00 PM), Monday through Friday, excluding County holidays. (Except inspections and/or testing that are performed after business hours. All work requested outside of these times shall be considered AFTER HOURS. WEEKENDS AND HOLIDAY hours shall be defined as Saturday and Sunday and County holidays (all hours). Service must be available to the County 365 days per year, 24 hours per day. New installation, if requested, shall be performed at normal business County hours, unless specified otherwise.

Response time for a requested service call shall be four (4) hours (on-site) after Contractor receives request from FMD for REGULAR hours, and two (2) hour respond on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR hours if requested as an EMERGENCY.

- 2.3 The Contractor must maintain a reserve stock of recharge material sufficient to recharge or repair any system within 24 hours. The Contractor will be assessed \$100.00 per day for fire protection and suppression system becomes inoperable for more than 24 hours. This charge shall be deducted from the Contractor's monthly invoice.
- 2.4 Routine maintenance inspections/testing shall be made during regular working hours (unless requested otherwise).
- 2.5 Contractor shall furnish a written report to the Facilities Automation Specialist staff, on all equipment that is not cost effective to repair before repairs are performed whether or not the equipment is under full maintenance.
- 2.6 All inspection forms utilized in this contract will meet the minimum requirements as specified in NFPA Fire Protection Systems, second edition, Inspection, Test, and Maintenance manual, or current edition.

2.7 FIRE SPRINKLER SYSTEMS:

- 2.7.1 Contractor shall provide quarterly inspections and tests. Repairs necessary on fire sprinkler systems shall be time and materials.

Water leaks found in plumbing lines that serve a fire suppression system shall be billable, unless the leak is caused by the Contractor wherein repairs shall then be incurred by the Contractor.

2.7.2 Quarterly Inspections, Sprinkler Systems:

- (a) All inspection, testing, servicing, and repair shall be in accordance with NFPA 13. Quarterly inspections will be conducted on all systems. All control valves located in high traffic areas shall be chain locked in the open position. Control valves located in areas not exposed to high traffic shall not be locked.
- (b) Check gauges on both sides of the check valve to determine that pressures are approximately equal.
- (c) Unlock chain, break seal and exercise all control valves from full open to full closed and return to full open. Lubricate stem during exercising.
- (d) Inspect spare head storage box for spares and wrench. Replenish as necessary.

2.7.3 Main Drain Valve: (Quarterly):

- (a) Contractor shall provide inspections/tests quarterly.
- (b) Open valve for one full minute. Tamper alarm should appear on Main Fire Panel if installed. Correlate flow pressure rating at main valve.
- (c) Install fire hose at main drain and inspector test discharge lines during testing to prevent damage to site landscaping. Any damage to landscaping shall be the responsibility of the Contractor.
- (d) Open Inspectors Test Valve and discharge water until alarm is received. Maximum five (5) minutes flow switch should be activated at main fire panel.
- (e) Ensure electrical and/or water fire alarm bell is activated on flow test.
- (f) Inspect sprinklers, sprinkler piping, pipe hangers, and seismic braces to make sure they are in good condition. Replace missing or broken escutcheons (billable).
- (g) All discrepancies and required repairs will be noted on the inspection form and forwarded to FMD.
- (h) Test the deluge and pre-action systems semi-annually and trip test annually.
- (i) Water storage tanks shall be inspected annually. Test level switch and alarms. Lubricate all float assemblies.

- (j) Complete and attach new inspection tag. Completed inspection form to be signed by the County representative.

2.7.4 Fire Pumps: (Annual):

- (a) Contractor shall provide inspections/tests annually.
- (b) All inspections, testing, and service of fire pumps listed in this specification shall comply with NFPA Standards 20 and 25.
- (c) Notify Facilities Automation Specialist staff and city fire department that testing will be conducted and notify when testing is completed
- (d) All Jockey pumps and main fire pumps will be inspected quarterly for leaks, corrosion and proper operation. Such repairs are time and materials. Record start and stop pressures on Jockey and main pump during quarterly sprinkler inspection.
- (e) Ensure all safety devices and relief valves are functioning properly during the quarterly sprinkler service.
- (f) Lubricate pump motors and all associated valves annually.
- (g) Perform fire pump flow test annually as specified in NFPA Standard 25.
- (h) Mop dry all water spills.

2.7.5 Water Supply Systems:

- (a) Water supply system repairs shall be time and materials. Inspections/testing are part of the maintenance program.
- (b) All equipment specified shall be inspected, tested, serviced, and repaired in accordance with the current NFPA 13, 14, 20, 22, 24, 25, and 291 codes, A.G. rules number R91-022, and local city ordinances.
- (c) Notify Facilities Automation Specialist staff and city fire department that testing will be conducted and notify when testing is completed

2.7.6. Fire Hose (Annual):

- (a) Full maintenance service for fire hose repairs shall be all inclusive, parts replaced for normal wear and tear, with the exception of vandalism or damage caused by the County.
- (b) Each hose cabinet with lined PCT hose is to be tested, inspected, and serviced using the current issue of NFPA 14, and NFPA #1962.
- (c) The County may request the Contractor to replace a hose cabinet that is worn, vandalized, or damaged to rust/corrosion. Hose cabinets are not covered under the full maintenance program.
- (d) Inspect hose for signs of leakage in the pressure regulating device prior to un-racking hose assembly.
- (e) Disconnect each hose and remove from cabinet. Examine it thoroughly for holes, rotten spots, and any other deterioration. Apply to each end and fitting a "twist and tug" test. Do not reinstall a defective hose, but red tag it and return to FMD, annotating the record accordingly. Replace all defective, missing unlined hoses, no hoses are to be cut for testing unless specifically requested by a FMD authorized Life Safety staff person in writing.
- (f) Replace all missing break bars and chains on locking-type glass front cabinets, and ensure door is operating properly. Parts missing shall be a charged commodity to the County.

- (g) Replace any missing or inoperable nozzles with plastic fog type units. Missing nozzles shall be a chargeable commodity to the County. Inoperative nozzles replaced shall be covered by the full maintenance service.
- (h) If a fog type nozzle is present, remove nozzle to make sure it is not plugged or corroded shut. Rotate nozzle at least on full turn in each direction to assure operability. Install new Teflon

2.7.7 Flow Test (Annual):

- (a) After attaching test hose, open valve and drain for a full one minute into appropriate container. Lubricate stem and check for leaks.
- (b) Install new gasket (if needed) in female hose fitting.
- (c) Re-rack hose in cabinet, creating new fold.
- (d) Attach new inspection tag to valve handle.

2.8 BACKFLOW PREVENTER TESTING: (ANNUAL):

- 2.8.1 Backflow preventers shall have an annual inspection and test. Repairs necessary on backflow units shall be time and materials.
- 2.8.2 Inspection, testing, and repairs to all backflow preventers listed in these specifications shall be serviced in accordance with:
 - (a) Manual of Cross-connection Control, 8th edition (or current edition), Part II;
 - (b) Sections 7 & 9; the Federal Safe Drinking Water Act Amendments of 1986;
 - (c) Arizona Administration Code R18-4-232;
 - (d) Local municipal ordinances; and all other appropriate instruction and standards.
- 2.8.3 All inspections and repairs will be performed only by persons who have a valid tester certification and by companies approved and listed on a Certified Testers List with the city wherein the service is being performed. Proof of such must accompany bid package.
- 2.8.4 All test reports will be forwarded to the proper division of the municipal water supplier and FMD, 401 W. Jefferson St., Phoenix, Arizona 85003. All reports and correspondence must reference the contract serial number and name. All municipal filing fees to be paid by the Contractor and a pass-through to the County without mark-up.
- 2.8.5 All backflow preventers failing inspection and test will be repaired and re-tested within five (5) working days. Facilities Automation Specialist staff to be notified within four (4) hours after Contractor has been notified by the municipality the backflow has failed. ~~Cost for repairs are included in the full maintenance program.~~
- 2.8.6 Backflow preventers feeding building fire sprinkler systems shall be maintained and tested on a routine scheduled basis. Preventers that feed buildings (or parts of buildings) that DO NOT feed a fire sprinkler system (Domestic Backflow Units) shall be serviced “as needed” and priced per service as a separate line item in the PRICING section. City report fees shall be paid by the Contractor and a pass-through to the County without markup.
- 2.8.7 Contractor must tag all backflow units that have passed any testing requirements. The tag is to be supplied by the contractor and must be weatherproof along with its attaching method. Additionally, the tag must depict the date of the test and the tester’s initials.

2.9 FIRE HYDRANTS: (SEMI-ANNUAL):

- 2.9.1 Fire hydrants to be inspected/tested every six months. Repairs to be time and materials.
- 2.9.2 All County owned fire hydrants (approximately 30) will be inspected semi-annually in accordance with NFPA Standard 22, 24, and 25.
- 2.9.3 Lubricate the operating nut, parking and thrust collar annually, to make sure the hydrant can be readily opened.
- 2.9.4 All hydrants in this specification are located at the Durango Complex and will be scheduled by the designated Facilities Automation Specialist staff.
- 2.9.5 Underground water supply lines to the hydrant shall not be the responsibility of the Contractor.

2.10 FIXED WET FIRE SUPPRESSION SYSTEMS: (SEMI-ANNUAL)

- 2.10.1 Inspect, test, and service all wet, ~~dry chemical and~~ water wash kitchen hood systems in accordance with NFPA 13, 17, 17A, and 96.
- 2.10.2 Complete inspection, testing and service of each unit is to performed semi-annually as scheduled by the designated County Facilities Automation Specialist.
- 2.10.3 All cylinders are to be weighed and tagged in accordance with NFPA requirements. Fusible links and water wash automatic sprinkler heads shall be replaced annually and noted on the inspection report. All used fusible links and water wash automatic sprinkler heads replaced will be returned to the County. Ensure nozzle caps do not have an accumulation of grease and are in place.
- 2.10.4 All actuating devices will be inspected and tested semi-annually. Check if alarm panel has been triggered.
- 2.10.5 Ensure gas and electric are off during each test. Reset gas valve and re-light pilot lights. Reset, if necessary, circuit breakers and main fire panel.
- 2.10.6 Perform hydrostatic tests on cylinders as required. Hydrostatic test due dates on all cylinders will be noted on the inspection forms. All inspection reports will be submitted to Facilities Automation Specialist staff witnessing the test.
- 2.10.7 Discharge of systems and repairs caused by negligence of the Contractor, it's employee, servants, or agents will be at no cost to the County.

2.11 HALON AND HALON ALTERNATIVES, PRE-ACTION EXTINGUISH SYSTEMS: (SEMI ANNUAL)

- 2.11.1 Halon and Halon alternates and pre-action systems inspection/test to be performed every six months.
- 2.11.2 Items of equipment and material considered to be part of the Halon and pre-action system are, but not limited to: control heads, signal devices, door holders, batteries, compressors, illuminating devices, smoke detectors, manual pull stations, pneumatic cylinders, weight cartridges, piping, fire control panels and discharge nozzles.

2.12 ADDITIONAL REQUIREMENTS, FIRE SUPPRESSION SERVICE:

- 2.12.1 All supplies, materials, and chemicals will be new and unused, except Halon (or alternate) may be reused.
- 2.12.2 Inspect, test, service, and repair all Halon and pre-action systems listed in this specification. All devices will be tested semi-annually in accordance with the applicable sections NFPA 12A, 72, 72E and 72G.

- 2.12.3 Sensitivity testing of smoke detectors utilized in Halon and pre-action protected buildings shall be conducted the first (1) year of the contract and every two (2) years thereafter in accordance with NFPA 72, and included in the monthly maintenance costs. Pricing for sensitivity testing is line item priced in the PRICING section.
- 2.12.4 Discharge of any system contents caused by negligence of the Contractor, it's employees, servants or agents will be recharged at no cost to the County.
- 2.12.5 CAL METER may be used in lieu of weighing cylinders providing the CAL METER has a current annual calibration tag by an approved calibration laboratory.
- 2.12.6 All tests performed by Contractor must require disabling and enabling the fire panel, so as not to disrupt building occupants.
- 2.12.7 Contractor must return to Facilities Automation Specialist staff all equipment and/or parts. Parts are to be labeled, identifying part and system to which it came from, no exceptions.

2.13 TRAINING – FIRE SUPPRESSION SERVICE:

The Contractor shall be required to provide technical expertise training for fire suppression service to County staff. These training sessions will be on-request by FMD staff. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractor's facility. Training aids (i.e. service manuals, mock-up equipment; etc.) shall be provided by the Contractor. Service manuals may be purchased by the County under a separate purchase order. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Technical training shall be performed during regular business hours.

2.14 REPLACEMENT FOR NEW AND NEW INSTALLATION, FIRE SUPPRESSION SYSTEMS:

The County may require either the replacement of an existing fire suppression system, or the installation of a new system to an existing building, or an upgrade to an existing system. At the County's option, the County may submit a scope of work to the Contractor and request a cost estimate. The Contractor shall provide written cost estimates. The County reserves the right to bid new installations or replacements of existing under Article 5 (construction) procurement as outlined in the Maricopa County Procurement Code.

2.15 I.D. BADGE, BACKGROUND REQUIREMENTS, UNIFORMS:

- 2.15.1 Contractor's staff (or subcontractor's staff) providing services to areas such as detention facilities, court buildings, law enforcement agencies, or any other restricted areas shall require the following:
 - A) A background check supplied by the County, either one, or a combination of: a MCSO, Superior Court, or County Attorney's Office. The cost of this will be incurred by the County. This service can take 6-weeks to complete (See *newly hired* below).
 - B) A County picture I.D. badge supplied by the County.
- 2.15.2 Contractor's staff providing services to non-sensitive or non-restricted sites shall require the following:
 - A) A MCSO background check. The cost of this to be incurred by the County.
 - B) A picture ID supplied by the Contractor. The I.D. must have the company name, employee name, title, and a photograph of the employee.
- 2.15.3 All employees of the contractor providing services to the County must wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - A) Shirt/Blouse
 - B) Vest

Both the uniform and the required type of I.D. badge MUST be worn by the employee while performing services on County premises.

2.15.4 Newly Hired:

Contractor's staff who have new-hire status and must start work immediately at County sites will require a background check performed by the County's Protective Services Division. This service usually takes one day. If approved, the "buddy-system" shall be employed wherein the new-hired shall companion with an authorized employee of the contractor (one who has had successfully completed a formal background check) until such time the formal background checks have been approved.

2.16 EMPLOYEES OF THE CONTRACTOR

No one except authorized employees of the Contractor (or subcontractor) is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.17 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.18 INVOICING:

At the end of the month for services provided, the contractor shall submit invoicing.

Invoicing for inspection/test shall be sent monthly to:

Facilities Management

Accounts Payable

401 W. Jefferson St.

Phoenix, AZ 85003

Maintenance inspection/testing invoicing must contain the following:

Terms as bid

Purchase order number

Contract serial number

Individual contract section number pertaining to the charge (may be as an attachment if many items)

County building number

Totals (tax to be imposed on parts only)

Invoicing for Time & Materials (Note: T&M invoicing must be billed to the County agency making the request):

Terms as bid

Purchase order number

Contract serial number

FMD trouble call number (If called out by FMD)

Site name and address

County building number

Day of the week, start time/finish time of technician (i.e., Monday, 2:00 – 4:00 PM)

Total labor hours

Labor rate as bid

Total labor cost

Itemized parts (if billable)

Tax on parts only

Totals

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.19 BILLABLE PARTS PRICING:

All parts sold to the County MUST be itemized and priced in one of two formats:

- (a) ~~Current part list price, then discounted price.~~ **Price separately as: contractor's cost, then cost + percentage price (i.e., \$25.00 [contractor's cost] \$30.00 [cost + percentage]).**
- (b) Part priced **singularly (contractor's cost, + percentage, i.e., \$30.00)** ~~as a discounted price (based on bid percentage discount).~~ A statement at the bottom of invoice which states "The above parts pricing reflects a **percentage discount** rate of XX% above cost"

2.20 TAX:

Taxes shall be imposed on parts and supplies purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the proposer to determine any and all taxes and include the same in bid price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 Clarification of vandalism or accidental damage:

- (a) Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor.

Any damage caused by the Contractor, Contractor's employees, subcontractors, or servants/agents, shall be the responsibility of the Contractor to repair or replace damaged items.

- (b) Maintenance and/or repair required as a result of damage due to fire, water, floods, storm, explosion, burglary, vandalism, accident, abuse, strikes, inclement weather, or of public enemy, war, riots, civil commotion, or any similar cause.

3.2 The Contractor shall furnish all necessary supervision, labor, tools, equipment, supplies, and transportation to perform the specifications herein at the designated locations.

3.3 The Contractor must have a valid State of Arizona Registrar of Contractors license #L-16 for Fire Protection Systems. Proof of such must accompany proposal package.

3.4 Certification on backflow preventers: Contractor's technical staff must be certified on backflow preventer maintenance and repair. Copy of certifications must accompany bid package.

3.5 The Contractor's life support technical staff performing the work for sprinkler systems, Halon Systems, and suppression systems shall be required to be actively enrolled in NICET with a current certification enrollment card. Proof of such must accompany bid package (Excluding portable suppression service).

3.6 The Contractor's service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine fire suppression service and repairs. The Contractor shall have a local shop and/or warehouse that stock parts to keep their trucks supplied daily. These requirements shall be verified by FMD via an informal inspection after proposal submittals and prior to award.

3.7 The Contractor must possess and use a Halon closed recovery system and comply with all CFC regulations including Federal Clean Air Act for stratospheric ozone protection as per rules and regulations of Section 608. Subcontracting of this service is allowable providing the successful bidder provided FMD with the subs name and pertinent information in writing and must be pre-approved by FMD.

3.8 Labor rates shall be based on a 25-mile radius with FMD as the center. Services outside the 25-mile radius will be allowed a special rate as bid in the PRICING section. Trip charges are not allowed.

3.9 Fire suppression service inspections and testing at various locations and the downtown complex may require after hour testing from 6:00 PM (1800) to midnight (2400), Monday through Friday. All inspections and testing will be scheduled by the Facilities Automation Specialist staff member.

- 3.10 The Facilities Management Department Life Safety staff or his authorized representative shall decide all questions, which may arise as to the quality and acceptability of any work performed under this contract. Contractual issues will be addressed to the FMD Contract Administrator, in writing. All correspondence must reference the contract serial number and name.
- 3.11 Stock or Replacement Equipment And Materials:
- The Contractor shall maintain an adequate stock of commonly used replacement parts and materials to assure the level of response specified. All parts shall be original equipment manufacturer (OEM), or equal. All equipment and supplies shall conform to all current Federal, State, Local and OSHA rules and regulations.
- 3.12 The Contractor shall assign to this contract a representative who shall be responsible for coordinating all scheduling, trouble calls, inspections, etc. The representative shall respond to Facilities Automation Specialist staff or his authorized appointee within two (2) hours after receiving a telephone call.
- 3.13 OWNER'S RIGHT TO PERFORM WORK:
- 3.13.1 Should Contractor fail to perform work under the terms of this contract, whether regular service, after hour service, or emergency service, the County may, without prejudice to any other contractual rights, perform or cause to be performed all or any part of the work, deducting all incurred costs from the Contractor's monthly invoice.
- 3.13.2 In the event that work performance is unsatisfactory, the Contractor will be notified verbally by Maricopa County and will be given one (1) day to correct the work.
- 3.13.3 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.
- 3.13.4 The Contractor shall carry on the operation in such a manner that does not damage County property. In the event damage occurs to Maricopa County property or any adjacent property by reason of any service operations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 3.14 REQUIRED SUBMITTALS:
- 3.14.1 Copy of contractor's licensing (#L-16) requirements (§3.3)
- 3.14.2 Proof of ownership of a closed Halon recovery system (**if not subcontracting this service**) (§3.7).
- 3.14.3 Proof of enrollment of contractor's life support technical staff for sprinkler systems, Halon systems, and suppression systems into NICET with current certification enrollment card (§3.5).
- 3.14.4 Copy of contractor's technical staff backflow preventer certifications (§3.4).
- 3.14.5 Copy of Certified Testers List (§2.8.3).
- 3.15 Schedules:
- Life safety testing and inspections of the fire suppression systems are currently on a schedule as listed in Exhibit 1 along with the portable units and hoses.
- 3.16 CONTRACT LENGTH:
- This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.17 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.18 INDEMNIFICATION AND INSURANCE

3.18.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. §34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.19 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.19.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.19.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.19.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.20 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.21 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.22 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.23 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.24 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.25 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in this Invitation For Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. ONE set of catalogs/pricing documents shall accompany any additional pricing offered.

3.26 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability maybe considered non-responsive and not eligible for award consideration.

3.27 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program. The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.28 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVE VARCSAK, FMD (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.29 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON SEPTEMBER 27, 2000 AT 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.26 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities maybe considered non-responsive and not eligible for award consideration.

GRINNELL FIRE PROTECTIONS SYSTEMS CO., 4602 S. 36TH STREET, PHOENIX, AZ 85040-2904
~~FIREMASTER, 3440 E ROESER, PHOENIX, AZ, 85040-1718 W. 3RD STREET, TEMPE, AZ 85281~~

SERIAL 00144-SC
 PRICING SHEET S073809 / B0602719

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

INTERNET ORDERING CAPABILITY: YES X NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

LABOR RATES:

All billable (non-maintenance) rates after the first hour shall be in increments of one-quarter hour. Service rates shall start when technician arrives on-site. More than one technician must be pre-approved by the County. Rates shall be based on the following criteria: An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five(25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from. Anything outside of the 25-mile radius will be bid a separate rate to cover the contractor's travel time. Separate trip charges or travel time charges are not allowable.

6.5 Labor, for NORMAL business hours, for vandalism, accidental damage to equipment caused by County, and items not covered under the maintenance program:

NORMAL SERVICE AREA
 (under 25-mile radius)

OUTLYING SERVICE AREA
 (over 25-mile radius)

YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
<u>\$70.00</u> /PER HR.	<u>\$73.50</u> /PER HR.	<u>\$77.18</u> /PER HR.	<u>\$84.00</u> /PER HR.	<u>\$88.20</u> /PER HR.	<u>\$92.61</u> /PER HR.

6.6 Labor, for AFTER HOURS (Monday-Friday), for vandalism, accidental damage to equipment caused by County, and items not covered under the maintenance program:

NORMAL SERVICE AREA
 (under 25-mile radius)

OUTLYING SERVICE AREA
 (over 25-mile radius)

YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
<u>\$105.00</u> /PER HR.	<u>\$110.25</u> /PER HR.	<u>\$115.76</u> /PER HR.	<u>\$126.00</u> /PER HR.	<u>\$132.30</u> /PER HR.	<u>\$138.91</u> /PER HR.

GRINNELL FIRE PROTECTIONS SYSTEMS CO., 4602 S. 36TH STREET, PHOENIX, AZ 85040-2904
~~FIREMASTER, 3440 E ROESER, PHOENIX, AZ, 85040-1718 W. 3RD STREET, TEMPE, AZ 85281~~

6.7 Labor, for WEEKEND & HOLIDAY hours, for vandalism, accidental damage to equipment caused by County, and items not covered under the maintenance program:

NORMAL SERVICE AREA
(under 25-mile radius)

OUTLYING SERVICE AREA
(over 25-mile radius)

YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
<u>\$140.00</u> /PER HR.	<u>\$147.00</u> /PER HR.	<u>\$154.35</u> /PER HR.	<u>\$168.00</u> /PER HR.	<u>\$176.40</u> /PER HR.	<u>\$185.22</u> /PER HR.

6.8 Labor for services outside the scope of this contract (This labor rate shall apply to anything connected to base fire extinguisher service, but not covered under the specifications):

YEAR 1	YEAR 2	YEAR 3
<u>\$70.00</u> /PER HR.	<u>\$73.50</u> /PER HR.	<u>\$77.18</u> /PER HR.

6.9 Fire hydrant repair service (See Section 2.9):

<u>\$70.00</u> /PER HR.	<u>\$73.50</u> /PER HR.	<u>\$77.18</u> /PER HR.
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6.10 Technical training (See 2.13):
*per student, 4-hour session

<u>\$10.00*</u>	<u>\$10.00*</u>	<u>\$10.00*</u>
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6.11 Fire hydrant flow test (Performed annually):

<u>\$60.00</u> PER UNIT	<u>\$63.00</u> PER UNIT	<u>\$66.15</u> PER UNIT
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6.12 Labor, backflow preventer repairs (2.8):

<u>\$70.00</u> /PER HR.	<u>\$73.50</u> /PER HR.	<u>\$77.18</u> /PER HR.
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6.13 Labor, domestic backflow preventer testing, service, and repairs, non-fire sprinkler system: (See Section 2.8.7)

<u>\$40.00</u> PER UNIT	(1/2" through 1 1/2")
<u>\$50.00</u> PER UNIT	(2" through 4")

6.15 Fire suppression parts/materials/supplies not covered under maintenance, cost plus: 25 %

6.16 Sensitivity test for smoke detectors, non-fire extinguish systems: \$10.00 EACH

GRINNELL FIRE PROTECTIONS SYSTEMS CO., 4602 S. 36TH STREET, PHOENIX, AZ 85040-2904
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Semi-annual pricing for maintenance reflects test and inspect as per the schedule below.

SCHEDULE:

FIRE SPRINKLER SYSTEMS: QUARTERLY

FIRE PUMPS: ANNUALLY

WATER SUPPLY LINES: ANNUALLY

BACKFLOW PREVENTERS: ANNUALLY

FIRE HYDRANTS: EVERY 6 MO.

FIRE HYDRANT FLOW TEST: ANNUALLY

HALON SYSTEMS: EVERY 6 MO.

HOSES: ANNUALLY

FLOW TEST: ANNUALLY

FIXED WET (KITCHEN HOODS): EVERY 6 MO.

BLDG. #	NAME	ADDRESS	TYPE	YEAR 1 ANNUAL	YEAR 2 ANNUAL	YEAR 3 ANNUAL
6.16.1	1401 MCDOT-ADMIN.	2901 W. DURANGO	SPRINKLER	\$600.00	\$630.00	\$661.50
6.16.2	1402 FLOOD CONTROL ADMIN.	2801 W. DURANGO	SPRINKLER; HALON	\$900.00	\$945.00	\$992.45
6.16.3	1403 MCSO-ESTRELLA JAIL	2939 W. DURANGO	SPRINKLER; HOSE 100' (1)	\$700.00	\$735.00	\$771.75
6.16.4	1404 FLOOD CONTROL OPS	2919 W. DURANGO	SPRINKLER	\$400.00	\$420.00	\$441.00
6.16.5	1405 MCDOT-OPERATIONS	2919 W. DURANGO	SPRINKLER	\$600.00	\$630.00	\$661.50
6.16.6	1408 MCDOT-WAREHOUSE	2222 S. 27TH AVE.	SPRINKLER; HOSE 75' (3)	\$600.00	\$630.00	\$661.50
6.16.7	1409 MCDOT-TRAFFIC OPS	2909 W. DURANGO	SPRINKLER	\$600.00	\$630.00	\$661.50
6.16.8	1501 EQUIPMENT SERVICES-DURANGO	3325 W. DURANGO	SPRINKLER	\$280.00	\$294.00	\$308.70
6.16.9	1507 EQUIPMENT SERVICES-TIRE SHOP	3325 W. DURANGO	SPRINKLER	\$280.00	\$294.00	\$308.70
6.16.10	1511 TELECOMMUNICATIONS	3324 W. GIBSON	SPRINKLER; FM/200	\$680.00	\$714.00	\$749.70
6.16.11	1601 MCSO-DURANGO JAIL	3225 W. DURANGO	SPRINKLER; WET HOOD (6)	\$2,080.00 \$280	\$2,184.00 \$294	\$2,293.20 \$308.70
6.16.12	1610 TOWERS JAIL	3127 W. GIBSON	HOSE 100' (11); WET HOOD (1)	\$1,400.00 \$1,100	\$1,470.00 \$1,170	\$1,543.50 \$1,243.50
6.16.13	1701 JUVENILE-DURANGO	3125 W. DURANGO	SPRINKLER	\$280.00	\$294.00	\$308.70
6.16.14	1910 FMD-WAREHOUSE	3465 W. DURANGO	SPRINKLER	\$280.00	\$294.00	\$308.70
6.16.15	1916 CLERK OF COURT-RECORDS	3345 W. DURANGO	SPRINKLER; PRE-ACTION	\$760.00	\$798.00	\$837.90
6.16.16	1922 VECTOR CONTROL-STORAGE	3343 W. DURANGO	SPRINKLER	\$280.00	\$294.00	\$308.70
6.16.17	2006 EQUIPMENT SERVICES-N. VALLEY	16821 N. DYSART RD.	SPRINKLER	\$280.00	\$294.00	\$308.70
6.16.18	2021 MCSO-DYSART SUBSTATION	13063 W. BELL RD.	HOSE 100' (2)	\$200.00	\$210.00	\$220.50
6.16.19	2025 MCDOT-NW FACILITY	12975 W. BELL RD.	SPRINKLER	\$280.00	\$294.00	\$308.70
6.16.20	2201 MCSO-GILA BEND SUBSTATION	209 E. PIMA ST.	SPRINKLER	\$680.00	\$714.00	\$749.70
6.16.21	2310 ADULT PROBATION-GLENDALE	6655 W. GLENDALE	SPRINKLER	\$280.00	\$294.00	\$308.70
6.16.22	2852 EQUIPMENT SERVICES-MESA STA.	155 E. COURY	HALON	\$300.00	\$315.00	\$330.75
6.16.23	2853 MCSO-MESA SUBSTATION	1840 S. LEWIS	HOSE 100' (1)	\$100.00 \$700	\$105.00 \$735	\$110.25 \$771.75
6.16.24	2855 SE REGIONAL PUBLIC FACILITY *	222 E. JAVELINA	SPRINKLER; FIRE PUMP; 2-WATER HOODS	\$5,880.00	\$6,174.00	\$6,482.70

GRINNELL FIRE PROTECTIONS SYSTEMS CO., 4602 S. 36TH STREET, PHOENIX, AZ 85040-2904
~~FIREMASTER, 3440 E ROESER, PHOENIX, AZ, 85040-1718 W. 3RD STREET, TEMPE, AZ 85281~~

BLDG. #	NAME	ADDRESS	TYPE	YEAR 1 ANNUAL	YEAR 2 ANNUAL	YEAR 3 ANNUAL
6.16.25 2856	JUVENILE-MESA	1810 S. LEWIS	SPRINKLER; PRE-ACTION	\$1,600.00	\$1,680.00	\$1,764.00
6.16.26 3301	WEST COURT BUILDING *	111 S. 3RD AVE.	SPRINKLER; HALON (3); FM/200;	\$6,640.00	\$6,972.00	\$7,320.60
6.16.44 1619	MCSO TOWERS CON-TENTS	3127N W GIBSON	SPRINKLER	600	630	661.50
6.16.27			HOSE 75' (2); 100' (3)	\$750.00	\$787.50	\$826.88
6.16.28 3302	MCSO-FIRST AVE. JAIL	120 S. 1ST AVE.	SPRINKLER; HALON; PRE-ACTION; FIRE PUMP	\$1,360.00	\$1,428.00	\$1,499.40
6.16.29			HOSE 100' (14); 75' (5); 50' (11)	\$4,500.00	\$4,725.00	\$4,961.25
6.16.30 3303	EAST COURT BUILDING *	101 W. JEFFERSON ST	SPRINKLER; HOSE 50' (12)	\$6,840.00	\$7,182.00	\$7,541.00
6.16.31 3305	CENTRAL COURT BUILDING *	201 W. JEFFERSON ST.	SPRINKLER; HALON; HOSE 100' (1); 75' (1); FIRE PUMPS (2)	\$8,740.00	\$9,177.00	\$9,635.85
6.16.32 3308	MADISON GARAGE	101 W. MADISON ST.	HOSE 100' (30)	\$3,000.00	\$3,150.00	\$3,307.50
6.16.33 3309	MCSO-MADISON ST. JAIL	225 W. MADISON	SPRINKLER; FIRE PUMP; HOSE 100' (24)	\$5,600.00	\$5,880.00	\$6,174.00
6.16.34 3310	COUNTY ADMINISTRATION BLDG *	301 W. JEFFERSON ST.	SPRINKLER; HALON; PRE-ACTION; FIRE PUMP; 1-WATER HOOD (\$640)	\$8,340.00 \$7,700	\$8,757.00 \$8,117.00	\$9,194.85 \$8,554.85
6.16.35 3311	FACILITIES MANAGEMENT & GARAGE	401 W. JEFFERSON ST.	SPRINKLER; HOSE 100' (24)	\$3,600.00	\$3,780.00	\$3,969.00
6.16.36 3401	OLD COURT HOUSE *	125 W. WASHINGTON ST.	SPRINKLER	\$840.00	\$882.00	\$926.10
6.16.37 3824	LIBRARY-MAIN BRANCH	17811 N. 32ND ST.	SPRINKLER; HALON	\$1,100.00	\$1,155.00	\$1,212.75
6.16.38 3933	ADULT PROBATION	3535 S. 7TH ST.	SPRINKLER	\$400.00	\$420.00	\$441.00
6.16.39 4121	MCSO-LAW ENFR. COMP. CNTR.	2656 N. 37TH AVE.	HALON	\$400.00	\$420.00	\$441.00
6.16.40 4126	NORTHWEST JUSTICE COURT	11601 N. 19TH AVE.	SPRINKLER; HALON	\$900.00	\$945.00	\$992.25
6.16.41 4602	ASSESSOR-SCOTTSDALE	15023 N. 75TH ST.	SPRINKLER	\$400.00	\$420.00	\$441.00
6.16.42 5804	MCSO/JUSTICE COURT-WICKENBURG	155 N. TEGNER	SPRINKLER	\$1,000.00	\$1,050.00	\$1,102.50
6.16.43 6202	MCSO-WAREHOUSE	319 W. BUCHANAN	SPRINKLER	\$600.00	\$630.00	\$661.50
6.16.44 4157	SECURITY BUILDING*	222/234 N. CENTRAL	SPRINKLER; FIRE PUMP	\$5,450.00	\$5,722.50	\$6,008.60

* These sites will require after hours or weekend test/inspection.

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Terms: Net 10 days

Vendor Number: ~~943077928 A~~ **050346132**

Federal Tax ID Number: ~~94-3077928~~ **05-0346132**

Company Web Site: ~~www.masterprotection.com~~ www.simplexgrinnell.com

Telephone Number: ~~(602) 243-5263 480/966-1893~~ **602/243-6700**

Fax Number: ~~(602) 276-8595 480/966-1712~~ **602/243-6111**

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E-mail Address (REP): ~~gordonw@az.rmc.net~~ tigrady@tycoint.com

Contract Period: To cover the period ending November 30, 2003.